

Issue 3:

Maintenance and Trouble Resolution

MCI Position:

The ILEC must put in place procedures and mechanisms to resolve troubles and disputes in a timely and efficient manner, including, but not limited to: single points of contact available 7 days per week, 24 hours per day ("7 by 24"), trouble management and escalation processes, and repair intervals equivalent to that which the ILEC provides for itself.

The CLEC must have real-time access to the ILEC's repair tracking and trouble reporting systems in order to allow it to provide status to customers and real time trouble tracking.

The ILEC must report quarterly on the repair and maintenance intervals for new entrants and for itself.

Pacific Position:

Pacific agrees that 7 by 24 is acceptable for maintenance. Access to information will be on parity with Pacific's customers. Real time access to Pacific's repair tracking and double reporting systems will be provided via a proprietary system.

Summary:

When troubles or maintenance issues occur with facilities leased or otherwise received from the ILEC, the ILEC must resolve these troubles in a timely and efficient manner in order to prevent significant disruption in the new entrant's service. Time intervals for resolution of troubles with elements or serviced leased from the ILEC must not be longer than time intervals for resolution of troubles with elements or services used by the ILEC.

- New entrants must have available a single point of contact on a constant basis for such trouble reporting in order to ensure rapid and coordinated responses.
- Real time access to the ILEC's repair tracking and trouble reporting systems will permit CLECs to respond to customer inquiries in a manner at least equivalent to how the ILECs respond to their customer inquiries.

- The FCC has required ILEC's to unbundle their operations support systems, including their maintenance and trouble resolution reporting systems. (Order, Paragraph 516).
- Reporting requirements are necessary to ensure compliance with nondiscriminatory repair intervals.

Issue 4: Billing

MCI Position: For ILEC/CLEC billing, the ILEC should implement CABS or CABS-like billing systems for any charges relating to interconnection, unbundled elements, resale, or other ILEC services. Such bills must be timely, reasonably accurate and subject to audit.

In resale, the ILEC must provide MCI call detail sufficient for MCI to render accurate and timely bills to its end users.

Pacific Position: Pacific will use CABS for all billing. Some products currently billed through CRIS will migrate to CABS during a transitional period.

- Summary:**
- Timely and accurate billing data is necessary to properly conduct business.
 - While CABS may require modification, it is at least familiar to all carriers and can thus form a basis for a billing system between carriers.
 - ILEC must provide MCI call detail sufficient to enable the CLEC to bill accurately when MCI is reselling the ILEC service. There is no technical limitation on providing this information since ILECs have this information available to themselves now.

Issue 5: Quality of Service

MCI Position: The quality of such items purchased from the ILEC, including interconnection, unbundled elements, resale, or other ILEC service, (including but not limited to average length of outages, percent of call blockage or failure) should be of the same quality the ILEC provides to itself.

The ILEC must report quarterly on the average outage length and percent call blockage for new entrants and for itself.

Pacific Position: Pacific will provide equivalent quality and adopt standard NDS trouble management procedures. No specific reporting requirements have been reviewed by the parties.

- Summary:**
- It is a basic tenant of nondiscrimination that the quality of the services and functions that the ILECs provide new entrants must at least equal the quality of what the ILEC provides itself.
 - Reporting requirements on quality of service indicators will help measure how well or how badly the quality of service the ILEC provides new entrants compares to the quality the ILEG provides itself.
 - Positive reporting requirements is the only way to ensure the ILEC is self-motivated to provide service parity.

Issue 6:

Access to Databases and Information

MCI Position:

In order to access the ILEC's unbundled elements and to make commercial use of such elements, MCI requires the use of the following databases (or information source):

- Centrex Business Group information
- Intercept information
- Operator Reference information
- Customer Record Information System
- Emergency Service information
- Repair/Dispatch information
- Installation/Order Processing data
- Switch Network ID information
- Local Calling Area data
- CMDS database
- Plant Inventory data
- Number Assignment data

Pacific Position:

Pacific has not agreed to provide on-line access. [See term sheets for specifics.]

Summary:

Each of these databases or information sources contains information critical for MCI to provide service to its customer on terms that are at least equal to that which the ILEC provides itself. The ILEC must provide such information on a nondiscriminatory basis. (Order, Paragraphs 516, 518, and 521).

ATTACHMENT 3

**Excerpts of Agreement
between Pacific Bell and AT&T
Communications of California, Inc.,
dated 11/26/96**

December 11, 1996

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PROVISIONING AND ORDERING

I. NETWORK DEPLOYMENT

- A. Throughout the term of this Agreement, the quality of the technology, equipment, facilities, processes, and techniques (including, without limitation, such new architecture, equipment, facilities, and interfaces as PACIFIC may deploy) that PACIFIC provides to AT&T under this Agreement must be at least equal in quality to that provided by PACIFIC to itself.

II. GENERAL PROVISIONING REQUIREMENTS

- A. Subject to the requirements of Attachment 6, AT&T may order Network Elements either individually or in any combination. Combinations ("Combinations") consist of multiple Network Elements to enable AT&T to provide service in a geographic area or to a specific customer and that are placed on the same order by AT&T. To the extent that Combinations or unbundled Network Elements are related and logically associated with one another, Combinations may be ordered with a single order.
- B. Combinations shall be identified and described by AT&T in this Agreement, so that they can be ordered and provisioned together and shall not require the enumeration of each Network Element within that Combination on each provisioning order.
- C. PACIFIC shall provide all provisioning services to AT&T during the same business hours that Pacific provides similar services for its end user customers. Currently, those hours are Monday through Friday from 8:00 a.m. to 5:30 p.m. PST. AT&T may request PACIFIC to provide Sunday, holiday, and/or off-hour provisioning services. If AT&T requests that PACIFIC perform provisioning services at times or on days other than as required in the preceding sentence, PACIFIC shall provide AT&T a quote for such services, consistent with Pacific's rates and terms for similar services to Pacific's end user customers, at the rates set forth in Attachment 8. If AT&T requests any service for which a quote is not set forth in Attachment 8, Pacific will provide AT&T a quote based on state wide average rates for the services performed. If AT&T accepts PACIFIC's quote, PACIFIC shall perform such provisioning services.
- D. PACIFIC's LISC is the Single Point of Contact (SPOC) for all ordering contacts and order flow involved in the purchase of Network Elements or Combinations. The SPOC shall provide an electronic interface twenty-four (24) hours a day, seven (7) days a week for all ordering order flows at parity with that Pacific provides to itself or affiliates. Currently, several systems are less than 24 hours per day 7 days per week. These systems, without limitation, and their current hours, are as follows:

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1. CESAR/CLEO, Monday through Friday 7 am to 11 PM, Saturday 7 AM through 5 PM
2. PREMIS, Monday through Saturday 6 AM through 11 PM
3. BOSS, Monday through Saturday 6 AM through 11 PM
4. SORD, Monday through Friday, 6 AM through 11 PM, Saturday 6 AM through 7 PM
5. Scheduled Maintenance, one Sunday per month
6. Scheduled changes to all systems, e.g., CESAR 7 PM every third Wednesday, etc.

- E. The SPOC shall also provide to AT&T a toll-free nation-wide telephone number (operational during the same hours as Pacific provides to its own end user customers, currently from 8:00 a.m. to 5:30 p.m., Monday through Friday) which will be answered by capable staff trained to answer questions and resolve problems in connection with the provisioning of Local Service, Network Elements or Combinations.
- F. PACIFIC and AT&T shall mutually agree upon interface contingency and disaster recovery plans for the ordering and provisioning of Local Service, Network Elements or Combinations.
- G. PACIFIC will recognize AT&T as the customer of record of all Network Elements or Combinations ordered by AT&T and will send all notices, invoices and pertinent information directly to AT&T.

III. SPECIFIC PROVISIONING PROCESS REQUIREMENTS

- A. Subject to Attachment 6, when AT&T orders the LSNE (either individually or as part of a Combination), AT&T may also obtain all currently deployed features and functions from the specified PACIFIC switch. If AT&T requests a feature or function that is technically available but not deployed in a particular switch, Pacific shall provide AT&T a quote pursuant to §1.6 of Attachment 6. If AT&T accepts the quote, PACIFIC shall deploy the feature pursuant to the time frames and charges set forth in the quote. In the event that the parties cannot agree on the deployment of, or price for such features AT&T may seek Alternative Dispute Resolution pursuant to Attachment 3 of the Agreement.

- B. When requested by AT&T and at AT&T's option, PACIFIC will schedule installation appointments (PACIFIC employee dispatch) with PACIFIC's representative on the line with AT&T's representative or provide AT&T access to PACIFIC's scheduling system through a mutually agreed upon Electronic Interface. Pacific will provide appropriate training to all PACIFIC employees who may communicate, either by telephone or face-to-face, with AT&T Customers. Such training shall instruct the PACIFIC employees not to disparage or discriminate against AT&T, its products or services and shall comply with the branding requirements of this Agreement.
- C. Upon request from AT&T, PACIFIC will provide an intercept referral message for LSNE that includes any new AT&T telephone number, for Residential customers for three (3) months, and Business customers for twelve (12) months, and Pacific will provide directory updates at the next publication. This intercept referral message shall be approved by AT&T and shall be similar in format to the intercept referral messages currently provided by PACIFIC for its own end-users. Custom messages or extension in duration of the referral shall be subject to the charges set forth in Attachment 8.
- D. PACIFIC will provide AT&T with a Firm Order Confirmation (FOC) for each order, within four (4) Business hours of PACIFIC's receipt of each accurate and complete electronically submitted order. In the absence of an electronically submitted order, the time frame for a FOC for manually received orders will be as mutually agreed. In the case of a Network Elements or Combinations, the FOC must contain an enumeration of AT&T's ordered Network Elements or Combinations (and the specific PACIFIC naming convention applied to that Network Element or Combination), features, options, physical interconnection, quantity, and PACIFIC commitment date for order completion (Committed Due Date).
- E. Upon completion of the order, PACIFIC will provide AT&T electronically (unless otherwise notified by AT&T) with an Order Completion per order that states when that order was completed. PACIFIC shall respond with specific order detail as enumerated on the FOC and shall state any additional charges (e.g., Time and Cost charges) up to a previously agreed upon limit associated with that order.
- F. For new Network Elements developed based on §1.6 of Attachment 6, the Parties will mutually agree on the testing to be used.

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- G. When AT&T electronically orders a Local Service, Network Element or Combination, PACIFIC shall provide notification electronically of any instances when (1) PACIFIC's Committed Due Dates are in jeopardy of not being met by PACIFIC on any Network Element or feature contained in any order for Local Service, Network Elements or Combinations or (2) an order contains Rejections/Errors in any of the data element(s) fields. Such notice will be made as soon as the jeopardy or reject is identified. When NDM or EBI is available and AT&T elects to place a manual order, PACIFIC may notify AT&T of a jeopardy or reject condition via facsimile or telephone call to the AT&T contact identified on the order. In all cases, PACIFIC shall concurrently indicate its new committed due date.
- H. At AT&T's request, PACIFIC will perform co-operative testing with AT&T (including trouble shooting to isolate any problems) to test Local Service, Network Elements or Combinations purchased by AT&T in order to identify any performance problems identified at turn-up of the service.
- I. PACIFIC shall inform AT&T if a customer action results in reassignment of an AIN trigger from an AT&T AIN application to some other service provider's application. Such notification shall be completed within twenty-four (24) hours of the action via electronic interface as described in the Account Maintenance requirements specified in this Attachment.
- J. Testing of AIN based services in Pacific's AIN test laboratory will identify feature interactions with existing switch-based or other types of services. Pacific will provide AT&T with a list of feature interactions uncovered during testing of any services. Disclosure of feature interactions to AT&T's end user will be AT&T's sole responsibility.
- K. PACIFIC shall provision correct AIN triggers based on services ordered by AT&T on its provisioning order.

IV. GENERAL ORDERING REQUIREMENTS

- A. Upon AT&T's request through a Suspend/Restore Order for LSNE or a Combination containing LSNE, PACIFIC shall suspend or restore the functionality of any Network Element or Combination to the extent technically feasible. PACIFIC shall implement any restoration priority on a per Network Element or Combination basis in a manner that conforms with AT&T requested priorities and any applicable regulatory policy or procedures. The charges for a Suspend/Restore are set forth in Attachment 8.
- B. PACIFIC shall provide to AT&T the functionality of blocking calls (e.g., 900, 976 or international calls) by line.

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- C. Subject to §271(e)(2)(B), when intraLATA presubscription is permissible in California, when ordering a Local Switching Element, AT&T may order from PACIFIC separate interLATA and intraLATA routing(i.e., 2 PICs where available) on a line..
- D. As directed by AT&T, when AT&T orders a Network Element or Combination, all pre-assigned trunk or telephone numbers currently associated with that Network Element or Combination shall be retained, if directed by AT&T, without loss of feature capability and without loss of associated Ancillary Functions including, but not limited to, Directory Assistance and 911/E911 capability, unless technically infeasible.
- E. When AT&T orders Network Elements or Combinations that are currently interconnected and functional, such Network Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality. This shall be known as Contiguous Network Interconnection of network elements. There shall be no additional charge for such interconnection.

V. ORDERING INTERFACES

- A. PACIFIC shall provide to AT&T an Electronic Interface (EI) for transferring and receiving orders, FOCs, Service Completion's, and other provisioning data and materials as set forth in Appendix C and at the rates set forth in Attachment 8.
- B. When ordering a LSNE, subject to the implementation schedule in this Agreement, AT&T's representatives will have real-time access to PACIFIC customer information systems which will allow the AT&T representatives to perform the following tasks:
 - 1. Subject to §222 of the Act, regulations thereunder and relevant FCC and Commission decisions, obtain customer profile, including customer name, billing and residence address, billing telephone number(s), and identification of features and services subscribed to by customer;
 - 2. Obtain information on all features and services available, in end-office where customer is provisioned;
 - 3. Enter the order for the desired features and services;
 - 4. Provide an assigned telephone number (if the customer does not have one assigned). Reservation and aging of these numbers remain PACIFIC's responsibility;

5. Establish the appropriate directory listing;
6. Provide service availability dates to the customer;
7. Provide information regarding dispatch/installation schedule, if applicable;
8. Order intraLATA toll and access to long distance service in a single, unified order;
9. Suspension, termination, or restoral of service where technically feasible

VI. PACIFIC PROVISION OF INFORMATION

A. PACIFIC shall provide to AT&T upon request:

1. a list of all services and features technically available from each switch that PACIFIC may use to provide a Local Switching Element, by switch CLI;
2. a listing by street address detail, of the service coverage area of each wire center;
3. all engineering design and layout information for each network Element and Combination, in response to an order for the Network Element or combination;
4. a listing of all technically available functionality's for each Network Element or Combination, in response to an order for the Network Element or Combination; and
5. As long as PACIFIC remains the code administrator for California, notice of any NPA relief planning meetings so that AT&T may participate in those meetings to reach industry consensus on NPA code relief.

VII. ORDER FORMAT AND DATA ELEMENTS FOR INDIVIDUAL NETWORK ELEMENTS AND COMBINATIONS

11/27/96

- A. In ordering Network Elements or Combinations, AT&T and Pacific will utilize standard industry order formats and data elements developed by the Alliance for Telecommunications Industry Solutions (ATIS), including without limitation the Order and Billing Forum (OBF). Industry standards do not currently exist for the ordering of all Network Elements or Combinations. Therefore, until such standards industry order formats and data elements are developed by the ATIS for a particular Network Element or Combination, AT&T and PB will mutually agree to a format to be used to address the specific data requirements necessary for the ordering of those Network Elements or Combinations. There currently exist OBF formats for the following Network Elements: Links, , Ports, INP and Transport. When an ATIS standard or format is subsequently adopted, the Parties will use such standard or format in lieu of any standard or format set forth in this Attachment, unless the Parties mutually agree to continue to use the standard or format set forth herein.
- B. AT&T and PACIFIC shall agree upon the appropriate ordering and provisioning codes to be used for each Network Element or Combination. These codes shall be known as data elements.
- C. Each order for a Network Element or a Combination will contain the following order-level sections, as defined by the OBF or as mutually agreed to by the Parties: Administration, Bill, Contact, and End User Information, e.g. Local Service Request (LSR) form, Access Service Request (ASR) form, End User Information (EU) form
- D. AT&T will provide provisioning data in the format defined below when ordering Network Elements or Combinations. First, AT&T will state whether it is ordering a Network Element (one or more of the Network Elements described in this Agreement) or a Combination (multiple Network Elements on the same order). AT&T will then provide data in the following provisioning categories, such data to be provided on the OBF ordering form as completed data fields:
1. Activity. The activity field will comply with OBF standards, which currently include Add, Change, Disconnect and Record Only.
- Order Activity Description. For each activity, a further description of the Order Activity may be required. Consistent with OBF standards, Modify, Cancel, Expedite, Coordinated, Suspend and Restore. The preceding Order Activity Descriptions may be applied to any Add, Change, Disconnect or Record Only order. In some cases, more than one of these may apply to a particular order. In addition, Sequence, as defined below may be added:

ATTACHMENT 4

**Affidavit of Paul Barrett
in Support of MCI's Complaint**

December 11, 1996

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

MCI Telecommunications Corporation (U 5001 C))	
)	
Complainant,)	
)	
vs.)	
)	
Pacific Bell (U 1001 C) and)	
Pacific Bell Communications,)	
)	
Defendants.)	
)

AFFIDAVIT OF PAUL BARRETT IN SUPPORT OF MCI'S COMPLAINT

I, Paul Barrett, declare as follows:

1. I am the Director of Mass Markets Local Operations for MCI .
2. I am responsible for all local operations for MCI residential and small business customers. Operations includes marketing, sales, customer service, billing and collections.
3. I have been working to resolve problems MCI has had with Pacific Bell's operating procedures since September 17, 1996, when MCI first began to resell Pacific Bell services as a Competitive Local Exchange Carrier in California.
4. From the beginning, MCI has experienced serious problems in its attempts to resell Pacific Bell local services, and has received numerous customer complaints.
5. One of the most serious problems is the loss of dial tone which occurs when a customer migrates to MCI from Pacific Bell. Migration in the case of resale involves a change in billing status only, not a modification of any wires or switches. Yet I have received documented reports of at least 20 customers who have lost their dial tone either during or after migrating to MCI local service.
6. The most recent example of lost dial tone is as follows: on December 2, 1996, a MCI residential customer migrating two telephone lines lost dial tone on one number. She called Pacific Bell and was informed incorrectly that MCI ordered the disconnection. She then called Pacific Bell to demand prompt reconnection and was informed that her second telephone line was scheduled to be disconnected in 24 hours.

7. In all of these instances of customer loss of dial tone, there was no request to disconnect by the customer or MCI, and Pacific Bell issued no notice of impending disconnection. In many of these cases, as in the specific example above, when the customers called Pacific Bell to complain of service disconnection, Pacific Bell employees blamed MCI for it.

8. I was informed by Pacific Bell representatives on October 1, 1996, that the disconnection problem arises from Pacific Bell's inadequate order processing system, which requires dual, manual orders for migration: a disconnect order and a separate, reconnect order. When these orders are not processed simultaneously, a loss of dial tone for the migrating customer will result.

9. I am aware that on two occasions, Pacific Bell suspended order processing with no notice to either MCI or its customers, even though the reason for suspension was scheduled maintenance in the central office. Each instance affected a large number of MCI customers. On September 30, 1996, I learned that Pacific Bell was rejecting service orders (which its representatives termed a "shut out freeze") in the Los Angeles West Central Office, while it upgraded equipment from analog to digital. Pacific Bell failed to notify MCI that it would be making these changes and freezing service, so we continued to market and take orders for new services to be turned up during the time of the freeze. After we placed the service orders with Pacific Bell, it did not simply keep them on hold and defer the implementation date. Instead, it rejected the orders, and instructed MCI to resubmit them after the central office hardware changes were completed. Consequently, we were forced to contact our customers and notify them of the delays, for which we were not responsible, after taking their orders and giving them estimated service dates. We received many customer complaints about the delays.

10. I received the second report of an order freeze on November 9, 1996 in the Lake Pasadena Central Office. Again, Pacific Bell imposed a freeze on all new lines, features and options, without notice to MCI or its customers.

11. We also have had serious problems with Pacific Bell's order processing practices when migrating customers to MCI local service. Pacific Bell has continually caused MCI customers to lose custom features, such as Call-Waiting, during migration. There have been 30 occurrences of lost custom features just in the past week. To add insult to injury, Pacific Bell is extremely reluctant to handle these lost features as escalations. It takes as long as 24 hours for Pacific Bell to reactivate the customer's features lost during migration.

12. Another problem we have experienced is the migration of customers who requested local service from MCI, but who were migrated to another carrier, such as AT&T. I have received reports that at least six customers who requested migration to MCI were instead migrated to another carrier.

13. MCI began submitting orders to Pacific Bell on September 18, 1996, and ran into an immediate backlog. This was in spite of the fact that we told Pacific Bell representatives on September 9, 1996, a week before we submitted any orders, that we intended to submit an initial

overnight package of over one thousand orders on September 18, and thereafter several hundred orders per day. Pacific Bell has refused and neglected to devote the people and resources needed to respond to these orders. As of October 10, 1996, only three weeks into our local market efforts, Pacific Bell already was backlogged on 38% of our orders (orders with no response at all).

14. An initial response from Pacific Bell on an order consists of confirming it with MCI, and advising MCI whether it is correct and able to be processed. If the order is not correct, deficiencies are noted for MCI to correct. If it is correct, then Pacific Bell issues a Firm Order Commitment (FOC). The customer is then migrated or the new service installed. We had several meetings with Pacific Bell representatives prior to September 17 to set up our resale order processing procedure and time commitments from Pacific Bell for confirming orders, issuing FOCs, migrating customers and turning up new service. During these meetings, Pacific Bell committed to provide MCI with a FOC within 4 hours of receipt of an order, to migrate the customer within 3 days of issuing the FOC, and to establish dial tone for new services within 5 days. Pacific Bell has never met any of these time commitments.

15. A rapidly-growing number of MCI orders are backlogged and have received no initial response, much less a FOC or service. Of the orders MCI transmitted to Pacific Bell from September 18, 1996 to November 14, 1996, Pacific Bell has failed to complete (install as MCI customers) 2,119 orders. These orders are all four to eight weeks old, and 510 of these orders are more than two months old.

16. While it may be that some portion of this backlog is due to errors on the part of MCI, the potential for errors is due to the inefficient order processing systems required by Pacific Bell, and Pacific Bell's inability to respond to and track MCI orders.

17. I, and the people who work in my group at MCI, have devoted hours and hours of resources to trying to help Pacific Bell clear up the backlog on our orders. On October 29, 1996, we agreed to manually sort through the backlogged orders and provide a list of purchase order numbers (PONs) to Pacific Bell, so that it could track them all. Pacific Bell representatives made no response to our list for over 3 weeks; then they informed us that they needed more information to track the backlogged orders, and requested that we go back through and provide the customer's telephone number (ANI) for each order. Rather than doing this and then getting a later request for still more information, we manually went in and photocopied each of the backlogged orders, and provided the copies to Pacific Bell. Photocopying these orders took 3 people over 5 days to complete. They were delivered to Pacific Bell on November 26, 27 and 29, 1996. There has been no significant response to these backlogged orders since we delivered the order information to Pacific Bell, in spite of all the time and resources we at MCI have devoted to the problem.

18. Due to the horrendous backlog of orders and the customer frustration that engendered, we completely suspended our customer mailings sales campaign for local service for three weeks in October, 1996, in the hope that Pacific Bell would catch up, get our orders on track, and when we started up again we would be getting better service. That sacrifice got us

nowhere. We are not getting better service. We continue to experience severe and unacceptable backlogs on our orders sent to Pacific Bell.

19. Even as to those orders that are being addressed by Pacific Bell, we have experienced major problems with Pacific Bell rejecting orders on the basis of trivial discrepancies between the information contained on the MCI order and Pacific Bell's database. Pacific Bell requires MCI to re-submit new orders to correct such discrepancies, creating the potential for more delay.

20. Some of the more serious order processing problems MCI has been experiencing with Pacific Bell would be solved by the implementation of an electronic data interchange (EDI). MCI has had ongoing, numerous and detailed discussions with Pacific Bell representatives about the implementation of EDI. EDI would clear up the problem of lost orders and would speed up service to MCI customers, closer to Pacific Bell's own retail provisioning. Pacific Bell representatives have advised me that EDI would not be available for MCI until June of 1997, at the earliest, although I am informed that Pacific Bell has agreed to test EDI with AT&T immediately.

21. Aside from the order processing and service issues, I have received several complaints customers have made to MCI service and sales representatives, of Pacific Bell representatives intimidating, harassing and misinforming customers who indicate an interest in migrating to MCI local service:

September 22, 1996 A Pacific Bell representative told a prospective MCI customer that if she switched her local service to MCI, she would have to pay both MCI and Pacific Bell for access to dial tone, because Pacific Bell owns the network.

October 16, 1996 A Pacific Bell representative told a prospective MCI customer that MCI local service will not be as reliable as Pacific Bell service.

An agent of Pacific Bell stated to a prospective MCI customer that MCI lacks authority to provide local service in California.

A Pacific Bell representative told a prospective customer for MCI local service and that if a customer subscribes to MCI local, then he must subscribe also to MCI long distance service.

October 17, 1996 A MCI representative was making a sales call to a business customer. While the representative was out of the room, the business customer had a telephone conversation with a Pacific Bell representative, who told her that MCI was lying, stealing business and doing illegal business. Based on this conversation, the business customer did not sign up for MCI local service.

November 11, 1996

A MCI local customer called Pacific Bell to confirm that his service had been switched to MCI, and was told that he was not with MCI local, and if he attempted to switch to MCI, Pacific Bell would shut off his dial tone.

November 11, 1996

A MCI local customer who had migrated his service to MCI neglected to order multiple-line hunting. A MCI service representative told him that it would take 24-48 hours to add this service, which is the service interval provided to MCI customers by Pacific Bell. The customer then contacted and complained to a Pacific Bell representative who told him that if he returned to Pacific Bell, the multiple-line hunting service would be on-line within 24 hours.

November 14, 1996

A MCI representative placed a call to Pacific Bell, with a new MCI local customer on the line, so that the Pacific Bell representative could help them resolve a concern with local service. When the MCI representative identified to the Pacific Bell service representative who she was and why she was calling with a customer on the line, this is the response she received: "Excuse me, you are who?" The MCI representative then identified herself again and the fact she was calling from MCI local. The Pacific Bell representative then responded with, "Oooh MCI local, I'm getting chills down my spine."

December 2, 1996

A prospective MCI customer called Pacific Bell inquiring about switching carriers. She was informed by a Pacific Bell supervisor, Mrs. Royston, that she could not have MCI local service until January 1997, due to the CPUC court order.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed this 10th day of December, 1996, at

Arlington, VA.

Paul Barrett
PAUL BARRETT

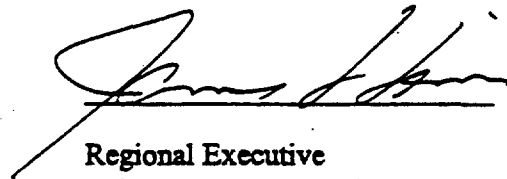
County of Arlington
City and State of Virginia
and subscribed before me this 10th day
of Dec. 1996. Witness my hand and official seal.
[Signature], Notary Public
3/31/98
(Print your expiration date above)

VERIFICATION

I, James L. Lewis, am an officer of the complainant in the above-entitled action. I have read the foregoing COMPLAINT OF MCI TELECOMMUNICATIONS CORPORATION and know that contents thereof. The statements in said Complaint are true of my knowledge, except as to those matters which are therein alleged on information and belief, and as to those matter, I believe them to be true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated at San Francisco, this 11th day of December 1996.

A handwritten signature in dark ink, appearing to read "James L. Lewis", is written over a horizontal line.

Regional Executive
MCI Telecommunications Corporation

CERTIFICATE OF SERVICE

I, Margaret Lucy, verify that the following is true and correct.

I am a citizen of the United States, State of California, am over eighteen years of age, and am not a party to the within cause.

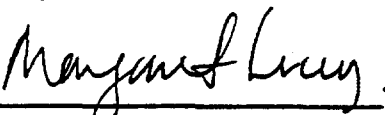
My business address is 201 Spear Street, 9th Floor, San Francisco, California, 94105.

I hereby certify that I have this day caused the foregoing attached COMPLAINT by placing by placing true copies thereof in envelopes addressed below by regular mail, postage prepaid, to:

John Gueldner
Vice President
Pacific Bell
140 New Montgomery Street
San Francisco, CA 94105

Executed this 11th day of November, 1996, at San Francisco, California.

MCI TELECOMMUNICATIONS CORPORATION
201 Spear Street, 9th Floor
San Francisco, CA 94105
(415) 978-1199


Margaret Lucey

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In the matter, on the Commission's own motion,)
to consider Ameritech Michigan's compliance with) Case No. U-11104
the competitive checklist in Section 271 of the)
Telecommunications Act of 1996)

RESPONSE OF
MCI TELECOMMUNICATIONS CORPORATION
TO SUBMISSION OF INFORMATION OF AMERITECH MICHIGAN

MCI Telecommunications Corporation ("MCI"), by its attorneys, submits this Response to the Submission of Information of Ameritech Michigan submitted to the Commission in this proceeding. The purpose of this Response is to address whether Ameritech Michigan meets the requirements of and fully implements the competitive checklist set forth in Section 271(c)(2)(B) of the Act. While MCI does not address in this Response each and every checklist item,¹ for those that are addressed it is clear that Ameritech Michigan has failed to sustain its burden. Accordingly, MCI urges the Commission to conclude that Ameritech Michigan has not sustained its burden of showing that it meets and fully implements the competitive checklist set forth in Section 271(c)(2)(B) of the Act.

¹ MCI will be filing a response to Ameritech Michigan's recent application to the Federal Communications Commission on checklist compliance, as well as all other requirements that must be satisfied before Ameritech Michigan may be authorized to provide in-region long distance services.